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STATE MS.-DESOTO CO.

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ABOVE AREA IS RESERVED FOR RECORDER'S USE ONLY

PREPARED BY:
T. LARRY LEDBETTER, ATTORNEY
AUTOZONE MISSISSIPPI PROPERTIES
DEPT. 8340
P.O. BOX 2198
MEMPHIS, TN 38101-2198
901-495-6500

AFTER RECORDING RETURN TO:
HOLCOMB DUNBAR, P.A.
P.O. BOX 190
SOUTHAVEN, MS 38671
PH. 662-349-0664
FILE # 903-221
INITIALS SDH

ADDRESS OF CMPP MISSISSIPPI
PROPERTY, LLC
Dept. 8700
16 UPPER BARNES RD.
ST. LOUIS, MO 63124

ADDRESS OF AUTOZONE
MISSISSIPPI PROPERTIES INC.
Dept. 8700
P.O. Box 2198
Memphis, TN 38101-2198

HOME PHONE: n/a
WORK PHONE: 314-991-9920

HOME PHONE: n/a
WORK PHONE: 901-495-6500

MEMORANDUM OF TERMINATION OF LEASE

THIS MEMORANDUM OF TERMINATION OF LEASE is made and entered into as of December 23, 2003, by and between **CMPP Mississippi Property, L.L.C., a Missouri limited liability company** (hereinafter "**Landlord**"), and **AutoZone Mississippi Properties, Inc., a Nevada corporation** (hereinafter "**Tenant**"), assignee of AutoZone Development Corporation, a Nevada corporation, assignee of AutoZone, Inc., a Nevada corporation, under that certain Lease Agreement made as of June 29, 1997 by and between Landlord and Tenant, as amended by an EFT Payment Addendum (collectively hereinafter the "**Lease**"), for the premises situated in the City of Southaven, County of DeSoto, State of Mississippi (hereinafter "**Demised Premises**"), described as follows:

Part of Section 23, Twp. 1 S., Range 8 W., City of Southaven, DeSoto County, State of Mississippi, being more fully described to-wit:

Commencing at an angle iron in the East line of U.S. Highway 51, and at the Northwest corner of the L.H. Gills property, 453 ft., more or less from the centerline of Rasco Road, this being the point of beginning; thence Easterly at an interior angle of 87° 18' a distance of 400 ft. to a point; thence Northeasterly at an interior angle of 89° 52' a distance of 264.1 ft. to a point in the South line of the Calvi property; thence Westerly at an interior angle of 90° 00' a distance of 387 ft. to the Southwest corner of the Calvi property and the East line of U.S. Highway 51; thence Southerly along the East line of U.S. Highway 51 at an interior angle of 92° 50' a distance of 263.5 feet to the point of beginning. This tract containing 2.38 acres, more or less. In accordance with Survey No. 72-297A by R.H. Frankenberg, No. 5760.

WITNESSETH

That for and in consideration of the terms, conditions, covenants and agreements set forth hereinafter, and more particularly set forth in a certain Termination of Lease between the Landlord and Tenant, bearing even date herewith, to which Termination of Lease reference is hereby made for all the terms and conditions thereof, and in the consideration of the payment by Tenant to Landlord of a certain sum as set forth in said Termination of Lease, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

The Lease shall be terminated and Tenant shall surrender the Demised Premises under the Lease effective as of December 31, 2003 (hereinafter the "Termination Date").

Notwithstanding anything in this Termination of Lease to the contrary, Landlord agrees for itself, its successors and assigns, that no part of the Demised Premises shall be used as or in support of an automobile parts and accessories store, nor for the advertisement of an automobile parts and accessories store, at any time before June 30, 2008 (hereinafter referred to as the "Restricted Use Covenant"), at which time this paragraph shall be of no further force or effect. This Restricted Use Covenant does not preclude the ancillary sale of automobile parts and accessories (defined as no more than ten percent [10%] of a business' overall sales), nor to the sale of car stereos or related electronic accessories, tires, or cellular telephones, or automobile parts for on-premise installation. Landlord agrees that this paragraph is a material inducement for Tenant's execution of this Termination of Lease.

Landlord shall accept such surrender as of the Termination Date and in consideration of such surrender by Tenant and of the acceptance of such surrender by Landlord, Tenant and Landlord do hereby mutually release each other, their respective successors and assigns of and from any and all claims, damages, obligations, liabilities, actions, and causes of action, of every kind and nature whatsoever arising under or in connection with the Lease, and Landlord shall accept the Demised Premises in "as is" condition as of the Termination Date.

Landlord agrees to save, indemnify and hold Tenant harmless from and against any and all claims, damages, loss, liability and expense, including but not limited to attorneys' fees, due to breach of any agreement with mortgagees of the Demised Premises by the Termination of Lease.

IN WITNESS WHEREOF, the above named Landlord and the above named Tenant have caused this instrument to be executed on the day and year set forth above.

LANDLORD:
CMPP Mississippi Property, L.L.C.,
a Missouri limited liability company

By: Leo G. Catsavis
Printed Name: Leo G. Catsavis
Title: Manager

TENANT:
AutoZone Mississippi Properties, Inc.,
a Nevada corporation

By: Wm. David Gilmore
Printed Name: Wm. David Gilmore
Title: Vice President

By: Robert Olsen
Printed Name: Robert Olsen
Title: Senior Vice President

Approved for
Execution
Legal
Business

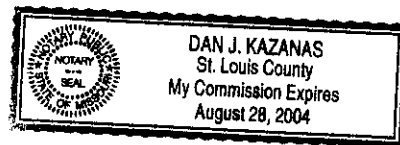
STATE OF MISSOURI

COUNTY OF St. Louis

Personally appeared before me, the undersigned authority in and for the said county and state, on this 23 day of December, 2003, within my jurisdiction, the within named Leo G. Catsavis the Manager of CMPP Mississippi Property, L.L.C., a Missouri limited liability company, and that for and on behalf of the said company, and as its act and deed they executed the above and foregoing instrument, after first having been duly authorized by said company so to do.


 Notary Public (Seal)

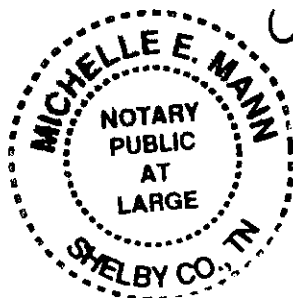
My commission Expires _____




STATE OF TENNESSEE

COUNTY OF SHELBY

PERSONALLY appeared before me, the undersigned authority in and for said county and state, on this 23rd day of December, 2003, within my jurisdiction, the within named Wm. David Gilmore and Robert Olsen, who acknowledged that they are the Vice President and Senior Vice President, of AutoZone Mississippi Properties, Inc., a Nevada corporation, and that for and on behalf of the said corporation, and as its act and deed they executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.




 Notary Public (Seal)

My commission Expires 7-13-2005